

**LIMITED WARRANTY**  
(For United States Only)

**COVERAGE FOR NEW HELMETS.** SHARK HELMETS NORTH AMERICA LLC (hereinafter referred to herein as “SHARK”) warrants that each new Shark Helmet (hereinafter referred to as “PRODUCT”) when properly used and maintained, will be free from defects in material and workmanship for a period of sixty (60) months from the date of the first retail purchase of the Product. SHARK’s sixty (60) month warranty is referred to herein as “the limited warranty.” The PURCHASER’S sole and exclusive remedy under this limited warranty for defects in the PRODUCT shall be the repair or replacement, in SHARK’s sole discretion, of the defective part or component, or of the complete PRODUCT, free of charge.

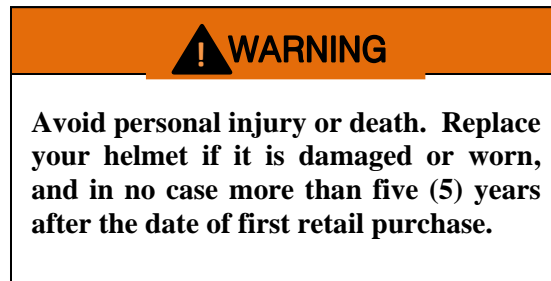
**NOT COVERED.** This limited warranty does not apply unless activated by the first retail purchaser within five (5) days of purchase of the PRODUCT. Go to website <https://us.shark-helmets.com/> to activate the warranty.

This limited warranty also does not apply to, and SHARK shall have no liability or responsibility in respect of defects, damages or expenses relating to:

- A PRODUCT that is not used, maintained or stored as specified in the owner’s manual or other literature supplied to the PURCHASER.
- Any PRODUCT that was not originally designed for, manufactured for or sold in the United States market and/or is not approved by the US Department of Transportation (DOT).
- A PRODUCT that has been altered, changed or modified from factory specifications, including but not limited to glue, adhesives, stickers, paints, screws, fasteners, holes, accessories, etc.;
- Accidents, impacts, falls, misuse, abuse, abnormal use, improper use, negligent use, wilful misconduct, lack of reasonable or proper maintenance or storage, failure to protect the Product from the elements, repairs improperly performed or replacement parts or accessories not conforming to SHARK’s specifications, and/or use exceeding the recommended and permitted limits of the PRODUCT;
- Cosmetic imperfections or normal wear or deterioration occasioned by the use of the product, including but not limited to abnormal or prolonged exposure to ultra-violet light, in particular for fading or discoloration of decorative colors;
- damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, tearing, fading or oxidation;
- use of or contact with chemical products (i.e. anything other than neutral soap and water), or an excessive heat source;
- Any defect or non-conformity that has not been timely and promptly communicated in writing to an authorized SHARK dealer, and in all cases, no more than five (5) days from the discovery thereof or five (5) days from the date it reasonably should have been discovered.;
- Any PRODUCT that is available for rental use;

- Any representation or implication relating to performance characteristics;
- Any damage, cost or expense caused by Act of God;
- A PRODUCT purchased from any party other than an authorized SHARK dealer;
- Transportation costs and expenses for taking the PRODUCT to and from an authorized SHARK repair facility;
- Any defect or non-conformity that has not been timely and promptly communicated in writing to SHARK or an authorized SHARK representative, and in all cases, no more than thirty (30) days from the discovery thereof;
- Subjective considerations or complaints related to use of the PRODUCT, such as issues regarding comfort, weight, size, noise or whistling, aerodynamics, etc.;
- any damage, cost or expense caused by Act of God; or
- loss of time, loss of use, inconvenience, travel expense, costs related to procuring any substitute PRODUCT, transportation costs, any incidental or consequential damages arising out of the non-use of the PRODUCT, or compensation for inconvenience or loss of use while the PRODUCT is being repaired or otherwise not available, or other matters not specifically covered hereunder.

**TERM.** This Limited Warranty shall expire sixty (60) months from the date of first retail purchase of the PRODUCT by the original PURCHASER. This term of this limited warranty shall not be extended for any PRODUCTS repaired or replaced under this Limited Warranty.



**PROCEDURE.** In the event of a defect covered by this limited warranty, the PURCHASER shall contact an authorized SHARK dealer in writing no more than five (5) days from the discovery thereof, or five (5) days from the date it reasonably should have been discovered. To obtain warranty service for a PRODUCT, including any allegedly defective part, a specific and detailed claim must be in writing, reported to and received by an authorized SHARK dealer in accordance with the terms of this limited warranty and within the applicable warranty period.

SHARK must approve, in advance and in writing, all repairs covered under or performed pursuant to this limited warranty. If the defect is covered by this limited warranty, Shark will pay all expenses associated with transporting the PRODUCT and/or defective part or component to and from the SHARK service location.

Upon receipt of the written notice of claim, SHARK or an authorized SHARK dealer shall have the right to inspect the PRODUCT. In the event of defects covered by this

limited warranty, SHARK will, in SHARK's sole discretion, repair or replace the defective part or component, or the complete PRODUCT, free of charge, within thirty (30) days of receipt of the PRODUCT.

SHARK reserves the right to discontinue PRODUCTS and to change specifications for existing PRODUCTS at any time without notice and shall not be obligated to incorporate new features into PRODUCTS previously sold, even if those PRODUCTS are returned under a Limited Warranty claim. Shark may replace defective parts or PRODUCTS with similar parts or PRODUCTS of similar quality in the event that identical parts or PRODUCTS are unavailable.

SHARK reserves the right to perform service pursuant to this limited warranty using replacement parts from the most recent version compatible with the PRODUCT and is unable to guarantee perfect harmonization of the paint or decorative elements associated with specific production runs and/or limited editions. In addition, the natural deterioration of colors over a period of time can cause mismatching in the colors of spare parts.

If SHARK is unable to carry out the repair for technical reasons or because a component is not available, SHARK reserves the right to make the PURCHASER an offer for the replacement of the PRODUCT, taking account of the age of the PRODUCT, consisting either an identical new PRODUCT or an equivalent model manufactured at the time of the warranty claim, if the original model PRODUCT is no longer available.

**DAMAGES.** Except as expressly provided by this Limited Warranty, **SHARK SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE PRODUCT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** Under no circumstances shall the total liability of SHARK (including any parent, subsidiary and/or related entity of SHARK, as well as its officers, directors, managers, employees, agents and servants) for any and all matters, causes or thing whatsoever arising out of or related to this limited warranty or the PRODUCT exceed the purchase price for the PRODUCT. The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

**DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN LIMITED WARRANTY.** This Agreement shall be the sole and exclusive remedy available to the PURCHASER with respect to the PRODUCT. In the event of any alleged breach of any warranty or any legal action brought by the purchaser or any third party based on alleged negligence or other tortious conduct by SHARK, the PURCHASER'S sole and exclusive remedy will be repair or replacement of defective

materials as stated above. No dealer and no other agent or employee of SHARK is authorized to modify, extend or enlarge this warranty.

**TRANSFER OF LIMITED WARRANTY.** This warranty is made by SHARK with only first PURCHASER of the PRODUCT and does not extend to any third parties. The unexpired portion of this limited warranty may not be transferred to subsequent purchasers.

This limited warranty expressly replaces all previous warranties and representations set forth by SHARK with regard to the PRODUCT, including but not limited to SHARK's product literature, marketing materials, advertisements and technical specifications.

**OTHER RIGHTS.** Your acceptance of delivery of the warranted PRODUCT constitutes your acceptance of the terms of this limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**ENTIRE AGREEMENT.** This section contains the entire warranty given by SHARK in respect of the PRODUCT and there are no terms, promises, conditions or warranties regarding the PRODUCT other than those contained herein. SHARK specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for SHARK any other obligation or liability with respect to the PRODUCT.

**APPLICABLE LAW.** Any and all claims or disputes of whatever nature arising out of or otherwise relating to this Limited Warranty shall be governed by and construed in accordance with the laws of the State of New York, and the parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any such claim or dispute shall be the courts of New York County, New York to the exclusion of the jurisdiction of the courts of any other place.

All terms of this Limited Warranty are contractual, and not mere recitals, and constitute material terms of this Limited Warranty.

